

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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WARD MEDIA, INC.,

Plaintiff,

- against -

CREOSCOPE MEDIA, INC. and
FRISCHMAN ENTERPRISES, INC. d/b/a
PCSECURITYSHIELD,

**REQUEST FOR
PRODUCTION OF
DOCUMENTS AND
INFORMATION**

07 CV. 5470 (BSJ)

Defendants.

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To: FRANKFURT KURNIT KLEIN & SELZ, P.C.
Attorneys for Plaintiff
488 Madison Avenue
New York, New York 10022
(212) 980-0120

C O U N S E L O R S:

PLEASE TAKE NOTICE that Defendant, FRISCHMAN ENTERPRISES, INC. d/b/a PCSECURITYSHIELD, requests that Plaintiff, WARD MEDIA, INC., produce for inspection and copying at the office of Somer & Heller LLP, 2171 Jericho Tpke, Suite 350, Commack, New York 11725, the following documents, materials and information. Plaintiff shall respond, in writing, to this request within thirty-five (35) days of service of this request.

INSTRUCTIONS

1. Unless the text clearly requires otherwise, you shall interpret: (a) a singular form of a word to include the plural and vice versa; (b) the conjunctive "and" to include the disjunctive "or" and vice versa; (c) all pronouns to apply to the male and female and neutral genders; (d) the word "any" to include the word "all" and vice versa; (e) the past tense of a word to include the present and future tense and vice versa.

2. If you assert any objections to any Demand, state your objection clearly and specifically identify which part or parts are

objectionable and why.

3. If a claim of privilege is asserted concerning any information or document sought, identify as to each: the date, the author, the business title or position of the author, its recipient, the business title or position of the recipient, the number of pages, the subject matter and the basis of the privilege asserted.

4. If you at any time had possession or control of a document for which identification is requested, and if such document has been lost, destroyed, purged or is not presently in your possession or control, then" (a) identify the document; (b) state the date of its loss, destruction, purge or separation from your possession or control; (c) state the circumstances surrounding its loss, destruction, purge or separation from your possession or control; and (d) state its present or last known location, including the name, address and telephone number of each person believed to have possession of such document.

DEFINITIONS

1. The term "document" or "documents" means, without limitation, the original, all file copies, however prepared, and all drafts of any written, typewritten, printed or recorded material, including without limitation, letters, correspondence, telegrams, reports, memoranda, diaries, checks, contracts, agreements, notes, invoices, calendars, papers, recordings, or other records of any conversation or meeting, information retrievable from computers, electronic mail, microfilms, diagrams and any other writing.

2. The term "Identify" shall mean: (I) when applied to an individual person, to state the full name, present or last known home or business address, telephone number and occupation of the person; (ii) when applied to a company or business, to state the company's full name, state of incorporation if incorporated, and

present address; (iii) when applied to documents, state the title, date , author, signer, intended recipient, addressee and a present location and custodian of the document; and (iv) when applied to an oral communication, telephone conversation or meeting, to identify the speakers and the persons addressed to, state the date, place, type and medium of the communication, and to describe completely and in full detail the content of the communication and any documents created, produced at, or recording the results of said conversation, communication or meeting.

3. "Plaintiffs" means WARD MEDIA, INC., including, without limitation, any of their affiliates, subsidiaries, predecessors, officers, representatives, agents, employees, subcontractors, attorneys and all other persons acting on their behalf.

4. "Defendants" means FRISCHMAN ENTERPRISES, INC. d/b/a PCSECURITYSHIELD.

5. "Complaint" means the Verified Complaint filed by Plaintiff in this action.

6. As used herein, the term "relative to" shall mean referring to, concerning, embodying, showing, describing, analyzing, constituting and/or evidencing.

DOCUMENT DEMANDS

1. A copy of any and all contracts and/or agreements, hold harmless agreements, indemnification agreements, guarantees or warranties, and any amendments thereto, between Plaintiff and Defendant FRISCHMAN ENTERPRISES, INC. d/b/a PCSECURITYSHIELD (hereinafter "PCSECURITYSHIELD").

2. A copy of any and all contracts and/or agreements, hold harmless agreements, indemnification agreements, guarantees or warranties, and any amendments thereto, between Plaintiff and Defendant CREOSCOPE MEDIA, INC. (hereinafter "CREOSCOPE").

3. A copy of the June 1, 2006 contract between Plaintiff and Defendant CREOSCOPE, as alleged in paragraph "9" of the Complaint.

4. A copy of the December 5, 2006 contract between Plaintiff and Defendant CREOSCOPE, as alleged in paragraph "10" of the Complaint.

5. A copy of the November 28, 2006 Guaranty by PCSECURITYSHIELD, as alleged in paragraph "12" of the Complaint.

6. A copy of any and all invoices for services rendered by Plaintiff to Defendant CREOSCOPE.

7. A copy of any and all proofs of mailing which evidence that invoices for services rendered by Plaintiff to Defendant CREOSCOPE were sent to and/or received by Defendant PCSECURITYSHIELD.

8. A copy of all proofs of payment allegedly made by Defendant PCSECURITYSHIELD to Plaintiff on account of the debts owed by Defendant CREOSCOPE to Plaintiff.

9. A copy of all "Demands" made by Plaintiff to Defendant PCSECURITYSHIELD, as alleged in paragraphs "13" and "41" of the Complaint.

10. A copy of all invoices sent by Plaintiff to PCSECURITYSHIELD on March 23, 2007, as alleged in paragraph "40" of the Complaint.

11. A copy of any and all correspondence, whether written or electronic, between Plaintiff and PCSECURITYSHIELD with regard to the alleged sums due and owing.

12. A copy of any and all correspondence, whether written or electronic, between Plaintiff and Defendant CREOSCOPE with regard to the alleged sums due and owing.

13. If it is alleged that Plaintiff relied upon representations made by Defendant PCSECURITYSHIELD in continuing its contractual relationship with CREOSCOPE, provide a copy of any and all representations, whether written or electronic.

14. If it is alleged that Plaintiff relied upon representations made by Defendant PCSECURITYSHIELD in continuing its contractual relationship with CREOSCOPE, provide a copy of any

and all accounts receivables for Plaintiff for the period November 1, 2005 through the present.

PLEASE TAKE FURTHER NOTICE that the above demand is a continuing demand. In the event that any of the above items are obtained after service of this demand, they are to be furnished to the undersigned pursuant to this demand.

Dated: Commack, New York
September 28, 2007

SOMER & HELLER LLP

By: s/Jeffrey T. Heller (2720)
Jeffrey T. Heller (JTH-2720)
Attorneys for Defendant
FRISCHMAN ENTERPRISES, INC. d/b/a
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TO: FRANKFURT KURNIT KLEIN & SELZ, P.C.
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